RECORDATION NO. 208/ FILED

DONELAN, CLEARY, WOOD & MASER, P.QEC 19 '97

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December <u>19</u>. 1997

TERMINATION OF AGREEMENT Recordation No. 20811-A

JEFACE TRANSPORTER

Dear Mr. Williams:

On behalf of Alabama Power Company, I submit for filing and recording under 49 U.S.C. §11301 and the regulations applicable thereunder, executed counterparts of a secondary document not previously recorded entitled Termination of Agreement ("Termination"), dated December 19, 1997.

The parties to the enclosed Termination are:

Thrall Car Manufacturing Company - GRANTOR/TERMINATING PARTY 2521 State Street Chicago Heights, IL 60411

Alabama Power Company 600 North 18th Street Birmingham, AL 35291-2454 - GRANTEE/TERMINATING PARTY

The said Termination, among other things, acts to terminate <u>in toto</u> that certain Interim Use Agreement between the Grantor and the Grantee dated August 4, 1997 and recorded with the Surface Transportation Board under Recordation No. 20811 and to release therefrom the railroad equipment covered therein and thereby. The Termination should be recorded under Recordation No. 20811 under the next available letter which we believe will be "-A."

The equipment covered by the instant Termination is all of the equipment covered by the aforementioned Interim Use Agreement.

A short summary of the Termination to appear in the Surface Transportation Board Index is as follows:

DONELAN, CLEARY, WOOD & MASER, P.C.

Letter to Mr. Williams Page 2 December / 1997

"Complete termination of Interim Use Agreement recorded under Recordation No. 20811."

Enclosed is a check in the amount of twenty-four dollars (\$24.00) in payment of the filing fee.

Once the filing has been made, please return to the bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filing, and the two extra copies of this letter of transmittal.

Xery truly yours

Allen H. Harrison, Jr.

Attorney for the purpose of this filing for Alabama Power Company.

The Honorable Vernon A. Williams Secretary Surface Transportation Board 1925 K Street, N.W. Washington, D.C. 20423-0001

Enclosures

BY HAND

8202-020

DEC 19 '97

11-36AM

TERMINATION OF AGREEMENT

Termination of Agreement dated December 19 $_{1}$, 199 $_{1}$, between Thrall Car Manufacturing Company, an Illinois corporation with its principal offices located at 2521 State Street, Chicago Heights, Illinois 60411 ("Thrall"), and Alabama Power Company, an Alabama corporation with its principal offices located at 600 North 18th Street, P. O. Box 2641, Birmingham, Alabama 35291-2454 ("Customer").

WHEREAS, Thrall and Customer are parties to an Interim Use Agreement dated August 4, 1997 (the "Agreement") with respect to 377 Avalanche® railcars bearing car numbers JHMX97001 through 97377, inclusive, and 62 Avalanche® railcars bearing car numbers JHMX97378 through 97625, inclusive (the "Cars"); and

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board of the Department of Transportation (the "Board") on August 7, 1997, at 1:39 p.m. and given Recordation Number 20811; and

WHEREAS. Thrall and Customer desire to terminate the Agreement with respect to the Cars and to record such termination with the Board;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is acknowledged, the parties hereby agree as follows:

- 1. Thrall and Customer hereby terminate the Agreement, effective December 19, 1997, with respect to the Cars described above; provided, however, that nothing contained in this Termination of Agreement shall affect the rights and liabilities of the parties under the Agreement with respect to acts, events or omissions occurring on or prior to the date hereof.
- 2. Customer shall record this Termination of Agreement with the Board in order to release any lien created by or arising out of the Agreement with respect to the Cars described above.
- This Termination of Agreement may be executed in multiple counterparts which taken together shall constitute a single instrument.

THRALL CAR MANUFACTURING COMPANY

strative Officer

and General Counsel

ALABAMA POWER COMPANY

By: William B. Hutcherd mo Title: Executive Vice President and

Chief Financial Officer

COUNTY OF Out fage, ss:

On this Stk day of Outston, 1997, before me personally appeared License of to me personally known, who being by me duly sworn, says that falhe is the CHIEF ADMINISTRATIVE of the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

NOTARIAL SEAL]

My commission expires:

On this [Notary Public | 131/98]

STATE OF ALABAMA

COUNTY OF Jefferson, ss:

On this 1th day of Alexandra 1997, before me personally appeared Manual Author on me personally known, who being by me duly sworn, says that [s]he is the Left Court Manual Author of Man

On this 1 the day of Acceptus 1997, before me personally appeared Albumb. Hutching to me personally known, who being by me duly sworn, says that [s]he is the E.V.P.V.Chuf Financist Much Alabama Power Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Megalith Mesule Notary Public

[NOTARIAL SEAL]

My commission expires: 3/5/98